

# Terms of cooperation - Consumers

Supplier: Transfer Multisort Elektronik Sp. z o.o. with the registered office in Łódź, Ustronna 41 street, 93-350 Łódź, registered in the District Court for the city of Łódź – Śródmieście in Łódź, the 20th Division of the National Court Register, under the KRS number: 0000165815, with the share capital of PLN 3,300,000.00, Tax Identification Number (NIP): 729-010-89-94, Statistical No. (REGON): 4731171710. Detailed contact information (e-mail, telephone and fax numbers) are available in the “Contact” tab.

## GENERAL PROVISIONS

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1.a. All provisions contained in subsequent sections of the terms of cooperation apply to all contracts concluded between consumers and Transfer Multisort Elektronik Ltd. (hereafter referred to as “TME”). They may only be subject to modification on the basis of individual written arrangements, signed by the consumer and TME. The Terms of Cooperation are published on the TME website: [www.tme.eu](http://www.tme.eu), in the “Terms of Cooperation” tab.

1.b. The term “consumer”, referred to in the TME Terms of Cooperation, is defined in Art. 22<sup>1</sup> of the Act of 23 April 1964. CIVIL CODE (Journal of Laws 64.16.93, as amended) and means a natural person performing a legal activity with an entrepreneur not directly related to his/her business activity or profession. The party to agreements concluded with TME must be a natural person of full age.

1.c. Wherever in the terms of the agreement reference is made to “Catalogue”, it should be understood as an edition in printed form, CD/DVD, portable hard drive, website, advertising and press releases, leaflets, as well as all other methods of public presentation of commercial information by TME.

1.d. The consumer acknowledges that goods sold by TME, unless the manufacturer of a given products guarantees otherwise as regards their use, are not designed and dedicated for use, where faults may result to health and life threatening situations or catastrophe causing damage to property; and in particular are not designed for nuclear application, use in medical applications or to save and sustain life.

1.e. The consumer undertakes to comply with the customs, import and export regulations of the country to which the goods purchased from TME are to be delivered, as well as to acquire the necessary permits or licences for sale, export, re-export, import of goods from the country of origin, in so far as the legislation in force in these countries requires them to be obtained and to comply with the customs legislation of these countries.

1.f. The consumer acknowledges that the laws of certain countries and international organizations restrict trade in certain goods and related technology and documentation with certain countries, entities or individuals, and s/he represents that s/he is not deprived, under the applicable national and international law, of the right to purchase goods offered for sale by TME.

1.g. The consumer undertakes to comply with all official acts, in particular laws, regulations, orders and decisions, as well as sanctions issued thereunder, relating to so-called dual-use goods – to the extent they concern goods purchased from TME (hereinafter: Goods), including among others: (i) the U.S. Export Administration Regulations; (ii) the U.S. International Traffic in Arms Regulations; (iii) the economic sanctions laws and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control; (iv) the European Union export controls and sanctions regulations; (v) the United Nations sanctions policy; (vi) all relevant laws enacted under any of the foregoing; and (vii) any other applicable economic sanctions, export control or import laws (collectively, the “Export Regulations”).

1.h. The Consumer represents that s/he: (i) will only use the Goods for civilian end uses and will not use the Goods for unauthorized military end uses within the meaning of the Export Regulations; (ii) will not allow restricted end users to obtain the Goods except as permitted by the Export Regulations; (iii) will not allow prohibited or sanctioned entities to obtain the Goods except as permitted by the Export Regulations, including, but not limited to, persons listed on: (A) the U.S. Specially Designated Nationals List, the Denied Persons List, Entity List, or (B) the consolidated list of persons, groups and entities subject to EU financial sanctions implemented under the EU's Common Foreign and Security Policy; (iv) will not use the Goods for end uses prohibited by the Export Regulations, such as the design, modification, production or manufacture

of nuclear, missile, chemical or biological weapon.

1.i. The Consumer will not intentionally re-export, resell, transfer or otherwise make the Goods available to third parties who do not confirm in a clear and unequivocal manner that they will comply with the rules set out in points 1 e - 1 h hereof.

1.j. The legally binding version of the Terms of Cooperation is the Polish version. Other language versions are for informative purposes only.

## PRICES

2.a. Any information relating to goods, including prices contained in the Catalogue, constitutes an invitation to conclude a contract, but does not constitute an offer pursuant to Art. 66 of the Polish Civil Code.

2.b. Prices contained in the printed catalogue and on CD/DVD, portable drives, in advertising, press releases, leaflets and other information materials should be treated as indicative. The binding price during sales is the price published by TME on its website: [www.tme.eu](http://www.tme.eu) at the time of placing the order, unless a different price has been agreed in writing by an authorized employee of TME.

2.c. In the case of prepayments made for the purchase of a given commodity, the valid price is that quoted on the pro forma invoice. The price indicated in the pro forma invoice is exclusively valid until the last payment date for prices specified on this invoice.

2.d. Prices on the TME website: [www.tme.eu](http://www.tme.eu) are given in PLN, USD, EUR, HUF, CZK, RON, BGN, SEK, DKK, or GBP. Please, always check if the price in a given offer includes VAT. Prices never include shipping costs and tariffs. They are Ex-works Łódź prices. Prior to completion of the ordering process, the consumer is informed of the total price of the goods, comprising the purchase price of the goods, taxes and fees, and the costs of transporting the goods to the consumer.

2.e. Pursuant to Article 589 of the Civil Code, ownership rights for the goods is transferred to the consumer upon full payment of the price for the goods.

## ORDERING METHOD

### General information

3.a. TME accepts orders by phone, post, fax, e-mail, in person at TME's headquarters and via the online sale system on the website: [www.tme.eu](http://www.tme.eu).

3.b. Goods can only be ordered in quantities according to the amount specified for the product (if not specified, the default quantity is 1), and no less than the smallest quantity in the price table located on the page of each product.

3.c. It is possible to place orders with delivery on a specified future date.

3.d. Placing an order is not an obligation to TME, and the lack of response does not imply a tacit acceptance of the order.

3.e. Placing an order is tantamount to submission by the consumer of a request to enter into a contract of sale for the products covered by the order. The offer is considered as accepted by TME the moment an e-mail confirming shipment is sent to the address provided by the customer during the account registration process at [www.tme.eu](http://www.tme.eu) or while placing the order, or at the time of concluding the individual contract of sale.

### Orders placed via the Internet

The minimum technical requirements necessary for compatibility with the ICT system we use:

1. Access to the public area of the website at [www.tme.eu](http://www.tme.eu) (hereafter, also referred to as "website") is available for all Internet users without having to fulfil any formality. This access is not subject to registration on the website.

2. A portion of the website resources is distinguished. Access to these resources is only possible for registered users of the website with an account and active e-mail addresses.

3. Using the website is possible on the condition that the user's ICT system meets the following minimum requirements:

a) the system includes a browser: Google Chrome min. 95, Opera min. 80, Safari min.15, Firefox min. 90, EDGE min. 90,

b) cookies and JavaScript enabled.

4. To place an order using the online sale system, the customer should have an active e-mail account as well as an account in the [www.tme.eu](http://www.tme.eu) service. The registration form for creating an account on the website can be found in the "Your account" tab.

The account on the website: [www.tme.eu](http://www.tme.eu) is a personal client administration panel available to the client upon registration and signing in to the website, denoted by the customer's username and password and containing the customer's data and activities on the website. The client is obliged to keep confidential and not reveal the username and password to his/her account to a third party. Account deletion occurs at the request of the client sent to TME. The account is deleted immediately, no later than 7 days from receipt of the request, and where the client has orders under execution, no later than 7 days from the date of completion of the last of the orders.

TME is entitled to waive the client's rights to use of the account on the website and/or to place orders using the online sales system, where the method of use by the client violates provisions of law, principles of social interaction, or rules of use of the account defined in the "Help" tab.

Detailed information on the registration process and administration of the account on the website, as well as the procedure for placing orders is available in the "Help" and "How to buy - Order" tabs. Upon placing an order, the client receives an e-mail confirmation to the address provided during registration. On the day of transfer of the ordered goods to the carrier, the client shall also be informed via e-mail.

### **Orders placed by phone**

During the telephone call, we shall ask the customer to provide the following information: name and surname, address, place of residence, phone number, customer number, if already assigned, as well as name of the chosen product, order quantity, delivery address, and preferred transport method. The provision of an e-mail address is not necessary, but recommended, as it allows to monitor the execution of the order, in particular, to send an e-mail confirming the submission of the order and shipment information for the ordered goods.

### **Orders placed by e-mail**

Along with your order, you are required to provide the following information: name, address, phone number, customer number, if already assigned, and the name of the selected item, ordered quantity, delivery address, and selected transport method. After placing the order, a confirmation email shall be sent to the same address used for submitting the order, unless a different e-mail address was specified for this purpose in the order. On the day of transfer of the order to the carrier for shipment, the customer shall be informed via e-mail.

### **Orders placed by fax**

Along with your order, you are required to provide the following information: name, address, phone number, customer number, if already assigned, and the name of the selected item, ordered quantity, delivery address, and selected transport method. The provision of an e-mail address is not necessary, but recommended, as it allows to monitor the execution of the order, in particular, to send an e-mail confirming the submission of the order and shipment information for the ordered goods.

### **Orders placed in person at the headquarters of TME**

Orders may be placed at the headquarters of TME in Łódź.

### **Orders placed by post**

Orders can be sent to the headquarters of TME in Łódź.

Detailed information on the ordering process, including contact details for different ways of placing an order can be found in the "How to buy - Order" tab.

If the Consumer has made an advance payment and it is not possible to complete the order, TME will issue a correction document for the value of the uncompleted order.

## **DELIVERY OF GOODS**

4.a. TME offers delivery of goods to the countries indicated in the "How to buy" tab. Delivery of goods to countries outside the group is only possible subject to individual arrangements with TME. TME does not deliver goods to territories and people who under Polish or international law are subject to embargo or restrictions on trade and sales of goods. If in doubt, please contact the Sales Department at TME.

Some products are only available for purchase in selected countries. If a product is unavailable in a given country, it cannot be added to the cart.

The consumer covers shipping costs, unless otherwise agreed in a separate agreement between the consumer and TME.

4.b. The shipping cost depends on the weight of the package, its size and country of destination, as well as the choice of carrier/freight forwarder.

4.c. Shipping costs are included in the order and invoiced with the first shipment containing the goods of a given order. Inclusion, at the request of the consumer, of an additionally ordered product to a second or third shipment containing a given order, means that the shipment containing the additionally ordered products shall be treated as a new order, and thus shipping costs shall be charged. Where the weight of a parcel does not fall within the lump weight for a given country (or such a lump weight is not defined), the shipping cost is individually agreed on with the TME Sales Department.

4.d. Delivery date is indicated in accordance with the ISO 8601 norm in the YYYY-MM-DD (year, month, day) format.

The delivery time for a product includes the order processing time and transportation time by the carrier/freight forwarder. The order processing time is an indicative time counted from the moment of receipt of the order for processing until the subject of the order is issued to the carrier/freight forwarder. The order processing time is subject to the availability of a given product, while the transport time depends on the choice of carrier/freight forwarder. Details regarding delivery times are available in the "How to buy - Delivery time" tab.

4.e. A table of costs and delivery times can be found on the website: [www.tme.eu](http://www.tme.eu) in the "How to buy" tab.

4.f. The consumer chooses a carrier when placing the order from the different options offered by TME. Delivery by a carrier different than that offered by TME is only possible for individual agreements between TME and the consumer. Where a consumer chooses the Standard shipment method, TME makes the choice of the carrier from several entities that provide such services.

4.g. Receipt of goods at the TME headquarters located at 41 Ustronna street is impossible.

## **SALES DOCUMENTS**

5.a. TME issues a sales document for every concluded transaction. In relation to consumers, it is always a VAT invoice.

5.b. Invoices may be issued among others in the following currencies: PLN, USD, EUR, HUF, CZK, RON, BGN, GBP, SEK or DKK. For sales via the Internet, the consumer selects the currency during the account registration process. Any subsequent change of the billing currency requires contact with the TME Sales Department. For some countries, the choice of certain currencies may not be available. A full list of billing currencies is available in the "How to buy - Prices" tab.

5.c. Consumers with account on the website [www.tme.eu](http://www.tme.eu), may obtain invoices in an electronic form. Further details can be found in the "Help - E-invoices" tab.

## **METHODS OF PAYMENT**

6.a. The list of available payment methods for particular countries can be found on [www.tme.eu](http://www.tme.eu), in the "How to buy" tab.

6.b. The consumer may negotiate terms of payment. In order to agree on the terms of payment, please contact the TME Sales Department.

6.c. Consumers from certain EU countries can make payments to TME's bank account in those countries. A list of these countries can be found at [www.tme.eu](http://www.tme.eu), in the "How to buy" tab. The consumer shall incur all bank charges related to the transfer.

6.d. The settlement of payment for the ordered goods via PayU (formerly Platnosci.pl platform) is carried out according to the following rules:

a) Payment via PayU may only be made by persons authorized to use a given instrument, on the basis of which payment is executed, in particular a payment card may only be used by its authorized holder. Any cases of abuse shall be reported to the competent departments of the Police.

b) TME provides Customers with an appropriate transaction form. Data from the form is automatically transferred to the PayU Partner via PayU.

c) After approval of the form of transaction and selection of a payment method via PayU, a customer of the on-line store is automatically redirected respectively: in the case of payments made by payment cards - to the PayU Partner's website, which is the authorization and settlement centre; in the case of payments made via internet bank transfer - to the PayU Partner's website, which is the bank; and in the case of payments via traditional wire transfer - to the PayU website. (In this case, the client should make the transfer exactly and in accordance with the generated bank payment form.)

d) in order to make a payment, the customer should confirm payment on the website of the appropriate PayU Partner - bank or authorization and settlement centre, according to their policy. Should you make any changes in the payment form available on these websites and automatically supplemented by PayU, payment may not be executed.

## QUALITY AND GUARANTEES

7.a. TME sells high-quality goods. The methods of transport, storage and packaging guarantee protection from mechanical and electrical damages.

7.b. High quality is a value that is important for TME not only in relation to the products offered, but also to the level of services provided. To this end, TME, has implemented an Integrated Quality Management and Environmental Management System, which is continuously improved in accordance with the requirements of the PN-EN ISO 9001:2015-10 and PN-EN ISO 14001:2015-09 standards, as confirmed by the certificate available on our website under the "About us - Quality System" tab.

7.c. An up-to-date list of products compliant with the RoHS directive is available at [www.tme.eu](http://www.tme.eu). RoHS labels are not included in the printed catalogue, which is not to say that the products are not in compliance with the directive.

7.d. Goods may be covered by the manufacturer's or TME's warranty. If a product comes with a warranty, the provisions therein are binding. Information on the warranty period for particular goods can be found in the products' description at [www.tme.eu](http://www.tme.eu). Detailed terms of the warranty are specified in the warranty document and at [www.tme.eu](http://www.tme.eu) in the "How to buy - warranty terms" tab.

7.e. The warranty for the goods sold does not exclude, limit or suspend consumer's rights in the case of non-compliance of the goods with the contract arising from the commonly applicable regulations, in particular the Act of 30 May 2014 on consumer rights ([Polish Journal of Laws] Dz. U. 2014 item 827, as amended).

## RIGHT TO WITHDRAW FROM THE CONTRACT

A Consumer who entered into a sales contract with TME remotely (i.e. via a website, e-mail, fax, telephone) has the right to withdraw from that contract within 14 days, without stating the reason for their withdrawal. In the case of a contract concluded during a non-scheduled visit to the consumer's place of residence or ordinary stay or during a trip, the deadline for withdrawal is within 30 days.

The deadline for withdrawal from the contract lapses 14 days counted from the following date:

a) the date on which the Consumer or a third party designated by them other than the carrier came into possession of the goods,

b) in the case of a contract including an obligation to transfer the ownership of multiple goods that are delivered separately, in batches or in parts - the date on which the customer or a third party designated by them other than the carrier came into possession of the last item, batch or part of the goods.

To exercise the right to withdraw from the contract, the consumer must inform **Transfer Multisort Elektronik Ltd, no. 41 Ustronna 41, 93-350 Łódź, tel. 42 645-55-65, fax 42 645-55-00, e-mail: reklamacje@tme.pl** of their decision to withdraw from this agreement through an unequivocal declaration (for example; a letter sent by mail or e-mail).

The customer may use the model withdrawal form set out below and also available for download [here](#). However, it is not mandatory.

To maintain the withdrawal deadline, it is enough for the consumer to send information regarding exercise of the consumer right to withdraw from the agreement before the expiry of the withdrawal deadline.

### **Consequences of withdrawal from the agreement**

In the case of withdrawal from the contract, TME returns to the customer all the payments received from them, including delivery costs (except for any additional costs resulting from the delivery method selected by the customer other than TME's cheapest standard delivery method), without undue delay but in any case not later than within 14 days of the day on which TME was notified about the decision of the customer on their exercise of their right to withdraw from the contract. TME will return the payment using the same payment methods that were used by the consumer in the original transaction, unless the consumer has consented expressly to other solution; in any case the consumer will not bear any costs related to the payment return. TME may withhold the return of payment until TME receives the goods or the proof that the goods have been sent back, whichever is earliest.

Please, return the item to **Transfer Multisort Elektronik Sp. z o.o. ul. Ustronna 41, 93-350 Łódź**, immediately, and in any way not later than 14 days from the date on which the consumer notified TME about their withdrawal from the contract. The deadline is deemed as met if the consumer sends back the item before the lapse of the 14-day period. The consumer will have to bear the direct costs of returning the goods. If due to its nature the item may not be returned as a standard postal delivery, then those costs in the case of sales in the territory of Poland are estimated to be not more than ca. PLN 100.

Having received the returned goods, TME will issue a correcting invoice, which is a confirmation that the parties have agreed to lower the tax base. The issue date of the correcting invoice is deemed to be the date on which the parties agreed to lower the tax base.

The consumer is liable only for the reduction in the value of the goods resulting from using the goods in a manner that is different than necessary to check the nature, characteristics and operation of the item.

### **Absence of the rights to withdraw from the agreement and circumstances under which the consumer loses the rights of withdrawal**

The consumer is not entitled to withdraw from a distance agreement in relation to agreements:

- 1) for the provision of services, if the entrepreneur has performed a complete service with the express consent of the consumer, who had been informed prior to commencement that upon provision of the service by the entrepreneur, the consumer loses the right of withdrawal;
- 2) in which the price or remuneration depends on fluctuations in the financial market, on which the entrepreneur has no control, and which may occur prior to the expiry of the deadline for withdrawal from the agreement;
- 3) where the contract applies to non-prefabricated goods, manufactured according to the consumer's specifications or intended to satisfy their individualised needs;
- 4) where the contract applies to perishable goods or goods with a short shelf life;
- 5) where the contract applies to goods delivered in a sealed packaging which, once opened, cannot be returned due to health and hygiene reasons, if the packaging was opened after delivery;
- 6) in which the subject of the service provided are items that after delivery, due to their nature, are inextricably linked to other items;
- 7) in which the consumer specifically demanded that the entrepreneur visit him to make urgent repairs or maintenance; if the entrepreneur provides additional services other than those which the consumer demanded or provides items other than spare parts necessary for repair or maintenance, the consumer is entitled to withdraw from the agreement for the additional services or items;
- 8) in which services provided are visual or sound recordings or computer programs delivered in a sealed package if the package has been opened upon delivery;

9) concluded via a public auction;

10) for the supply of digital content, which are not stored on a tangible medium if the fulfilment of the service began with the express consent of the consumer prior to the expiry of the withdrawal deadline and after informing the consumer of the loss of the right to withdraw from the agreement.

## MODEL WITHDRAWAL FORM

(This form must be completed and returned only if you wish to withdraw from the agreement)

Addressee: Transfer Multisort Elektronik Ltd no.41 Ustronna street, 93-350 Łódź, e-mail: [reklamacje@tme.pl](mailto:reklamacje@tme.pl)

I /We<sup>(\*)</sup> hereby inform you<sup>(\*)</sup> of my/our<sup>(\*)</sup> withdrawal from the contract of sale for the following items:

.....

Date of conclusion<sup>(\*)</sup>/receipt<sup>(\*)</sup>:

.....

Name and surname of the consumer(-s):

.....

Address of the consumer(-s):

.....

Additional data (optional, but very helpful for proper handling of the case):

Customer's number:

.....

Invoice number:

.....

*NOTE: Refund of payment is made using the same payment methods that were used by the consumer in the transaction unless expressly agreed otherwise; in any case, the consumer does not incur any charges in relation to the refund. If payment was made by bank transfer or payment card, where a bank account number is not specified, the refund will be made to the bank account or payment card from which payment was made; for payment upon delivery, refund will be made by postal order should the consumer decide not to consent to a bank transfer - see below:*

I consent to the refund of payments by bank transfer to the account number:

.....

Signature of the consumer(-s)

(only if the form is sent in paper version)

.....

Date

(\*) Delete if not applicable

## COMPLAINT PROCEDURE

8.a. We accept and handle complaints from consumers in line with the applicable laws, in particular the Act of 30 May 2014 on consumer rights ([Polish Journal of Laws] Dz. U. 2014 item 827, as amended). Under the legal regulations, TME is obliged to deliver to the consumer the goods that are compliant with the contract. The goods are compliant with the contract if in particular the following remain in compliance with the contract:

a) description, type/kind, quantity, quality, completeness and functionality, and in the case of the goods with digital elements also their compatibility, interoperability and accessibility of updates;

b) fitness for the particular purpose for which the consumer needs it and about which the consumer notified TME at the moment of concluding the contract at the latest and which was accepted by TME.

Detailed information on the compliance of the goods with the contract is stated in the Act of 30 May 2014 on consumer rights.

8.b. We encourage you to report any complaints using the complaint form on the website [www.tme.eu](http://www.tme.eu) in the tab "How to buy - Complaint form". Complaints about goods sold on the Polish territory can also be reported to the Complaint Department:

- via tel. no. +48 42 645 55 65,
- via fax no. +48 42 645 55 00,
- by e-mail to the following address: [reklamacje@tme.pl](mailto:reklamacje@tme.pl) or
- in writing to the following address: Transfer Multisort Elektronik Ltd., 41 Ustronna street, 93-350 Łódź",

and in the case of sales outside the Polish territory, to TME Export Department:

- via tel. no. +48 42 645 54 44,
- by e-mail to the following address: [export@tme.eu](mailto:export@tme.eu), or
- in writing to the following address: Transfer Multisort Elektronik Ltd., no. 41 Ustronna street, 93-350 Łódź, Poland.

The complaint should contain an accurate description of the reasons for the complaint and expected method of handling. TME may demand the presentation of the proof of purchase.

The seller shall consider complaints from consumers and inform them of any further procedure within 14 days.

8.c. Returns of defective goods or goods delivered by mistake should be effected immediately by means of shipment without payment on delivery and after consultation with an employee of TME Complaint Department. The employee of the TME Complaint Department may in a particular cases suggest commissioning the receipt of goods to a particular carrier or courier.

8.d. In the event that the complaint is accepted, a corrective invoice will be issued as a confirmation that its terms and conditions between the Consumer and TME have been agreed and fulfilled. Pursuant to art. 29a(13) and Art. 86(19a) of the VAT Act of 11 March 2004, the corrective invoice constitutes a confirmation of the agreement on reducing the taxable base between the parties.

8.e. If the parcel has arrived to you in a condition indicating mechanical damage during transport, please check it in the presence of the courier and draw-up a report describing the damage. Such a report, signed by the courier, will facilitate the handling of the complaint.

8.f. Refund policy: TME will refund the money using the same payment channel through which the payment was made, provided that if the order was paid by bank transfer or cash on delivery, the refund will be made to the bank account indicated by the customer, unless TME and the customer agree otherwise.

8.g. In the case of non-compliance of the goods with the contract, the consumer has the right to:

- 1) demand that the item be repaired or replaced;
- 2) submit a statement regarding the lowering of the price or withdrawal from the contract if:
  - a) TME has refused to make the item compliant with the contract;
  - b) TME has failed to make the item compliant with the contract;
  - c) the item is still non-compliant, even though TME has attempted to make the item compliant with the contract;
  - d) the item's non-compliance is so significant that it substantiates the price reduction or withdrawal from the contract without demanding before that the item be repaired or replaced;
  - e) it arises unambiguously from the TME's statement or the circumstances that TME will not make the item compliant with the contract within a reasonable period of time or without excessive inconvenience to the consumer.

## LAW

9.a. These Terms of Cooperation are governed by and construed in accordance with the Polish law (hereinafter: "Applicable Law"), with the provision that in the case of transactions with Consumers, to which

Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) applies (OJ L 177, 4.7.2008, p. 6 as amended), the right of protection to which Consumers are entitled under the mandatory laws of their country of residence shall not be limited or excluded.

9.b. Transfer Multisort Elektronik is the owner of copyright or holds other legal title to the material contained in the catalogue and on the website, in particular to photographs, descriptions, translations, graphic form and presentation.

9.c. Any copying of information or technical material contained in catalogues, on websites or otherwise provided by TME requires TME's written consent.

9.d. Any disputes arising between the consumer and TME will be resolved in accordance with the Applicable law. Subject to the consent of both parties to the agreement, the consumer can use the out-of-court procedure for handling complaints and pursuing claims before the permanent amicable consumer courts at regional inspectorates of the Trade Inspection. Information about the rules of access to this procedure can be found on the websites of regional inspectorates of the Trade Inspection or on the website of the Office of Competition and Consumer Protection at [www.uokik.gov.pl](http://www.uokik.gov.pl).

9.e. If any provision of these Terms of Cooperation is deemed invalid or unenforceable by a court of competent jurisdiction or as a result of changes in legislation, such acknowledgement or action shall not invalidate or render ineffective the remaining provisions of these Terms of Cooperation. Where the provisions of these Terms of Cooperation are conclusively acknowledged to be illegal or unenforceable, such provisions shall be excluded from the Terms of Cooperation, however, all other provisions will remain in full force and effect, and the provisions found to be illegal or unenforceable shall be replaced with a provision of similar meaning, reflecting the original intent of the particular provision, to the extent permitted under applicable law.

9.f. The provisions of these Terms of Cooperation do not place any obligation on a client with a consumer status to the extent to which, in the light of existing legislation, may be considered as unlawful contract provisions (Art. 3851-Art. 3853 of the Polish Civil Code) or violating the mandatory regulations concerning the conclusion of contracts with consumers, in particular the regulation on consumer sales. When concluding and executing agreements with consumers, we comply with the mandatory provisions of the law.

## **PERSONAL DATA PROTECTION**

10.a. The Seller undertakes to process the Customer's personal data under the terms of the relevant legislation applicable in this regard, in particular the regulations set out in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and the Data Protection Act of 10 May 2018.

10.b. The Seller processes the Customer's personal data as a controller of personal data.

10.c. Providing personal data by the Customer is voluntary, but necessary to register on the website or to conclude a sales agreement.

10.d. The Seller applies appropriate technical and organizational measures to ensure the protection of processed personal data.

10.e. More information on the processing of the Customer's personal data, in particular the purposes of personal data processing and the Customer's rights, is available in the TME Group Privacy Policy available on the Seller's website.

11. These Terms of Cooperation shall enter into force on 20/03/2023.